

STATE OF WISCONSIN  
BEFORE THE ARBITRATOR

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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

In the Matter of the Petition of

CITY OF OSHKOSH FIREFIGHTERS, LOCAL 316,  
I.A.F.F., AFL-CIO

For Final and Binding Arbitration Involving  
Firefighting Personnel in the Employ of

CITY OF OSHKOSH  
(FIRE DEPARTMENT)

Case LVI  
No. 33080 MIA-898  
Decision No. 21769-A

Arbitrator: Gordon Haferbecker

APPEARANCES:

For the Employer, City of Oshkosh, John W. Pence, City Attorney  
Norbert Svatos, Director of Personnel  
Vince Strauss, Personnel Dept.  
Maney Flegler, Assistant Chief, Fire Dept.

For the Union, Local 316, LeRoy Waite, Representative, I.A.F.F., Beloit, Wisconsin  
Thomas F. Roblee, President, Local 316

BACKGROUND

This is a municipal interest arbitration involving the City of Oshkosh and Firefighters Local 316. Bargaining for a 1984 contract began on February 11, 1984, and the parties met again on March 8, 1984. Because the Union felt that an impasse existed, it petitioned the Wisconsin Employment Relations Commission for final and binding arbitration. The WERC appointed a staff investigator, Mr. Christopher Honeyman, to attempt mediation. A mediation session was held on May 21, 1984, but no agreement was reached. Mr. Honeyman advised the Commission on June 4, 1984, that the parties were at impasse on the existing issues as outlined in their final offers. On June 11, 1984, the Commission initiated compulsory final and binding interest arbitration, pursuant to Sec. 111.77 Wisconsin Statutes.

The parties selected Gordon Haferbecker of Stevens Point as the neutral arbitrator and the Commission appointed him as the Arbitrator on June 19, 1984.

The parties met with the arbitrator at the Oshkosh City Hall on July 27, 1984. Mediation was first attempted and as a result one issue, health insurance, was removed by mutual agreement from the Union's final offer. The health insurance issue was primarily a question of contract interpretation and did not involve any change in health insurance costs affecting the 1984 contract. The parties were not able to resolve the remaining issue--wages--for 1984.

The parties proceeded to an arbitration hearing on the same date. Witnesses were examined and exhibits were presented. It was agreed that briefs would be exchanged through the arbitrator by August 14, 1984. Briefs were sent to the arbitrator by that date. A transcript of the proceedings was made and was received by the arbitrator on August 23, 1984.

FINAL OFFERS

Firefighters' Local 316: Article 27 of the 1983 contract between the City of Oshkosh and Local 316. . . 1. Increase all classifications bi-weekly by 3% effective January 1, 1984, and bi-weekly 2½% effective July 1, 1984. Increase all captains by \$5 bi-weekly.

2. Change Article 7, see attachment. (Arbitrator's note: the Union dropped this item relating to health insurance from its final offer, after mediation produced a resolution of the issue).

All other terms and conditions of the 1983 agreement will remain the same for the year 1984.

City of Oshkosh: The final offer of the City of Oshkosh to the Oshkosh Firefighters, I.A.F.F., Local 316, is that the 1983 contract shall remain in full force and effect for 1984, and a retroactive wage increase to January 1, 1984, in the amount of 3.5%. This will be a one-year contract for the year 1984.

Thus the only issue before the arbitrator is whether the City's offer of 3½% for 1984 shall be accepted or whether the Union's split increase of 3% and 2½% plus a captain's wage adjustment should be accepted.

## STATUTORY STANDARDS

The Union contended that the criteria in the statutes, 111.77, most pertinent to this case were comparisons to other area fire departments, comparison to other local protective service wages, and an increase in productivity. Both the Union and the City entered exhibits related to changes in the cost of living.

The City in its brief stated that the parties stipulated to criterion (a) the lawful authority of the municipal employer and (b) the contract to remain in force for 1984 and (c) the interest and welfare of the public and the financial ability of the unit of government to meet these costs. The City agreed that criterion (d) internal and external wage comparisons was important. The City stated that there was no authority under the statute to compare to an increase in productivity but it did present material related to productivity.

The City's brief states that it finds no statutory authority for the Union's comparison with other local protective service wages. The City did present exhibits dealing with police wage increases in recent years, in comparison with Fire Department wage increases.

The arbitrator finds that the major statutory criteria involved in this case include internal public employee wage comparisons, comparisons with other Fire Departments, and cost of living. Productivity is not specifically listed in the statutes but it is covered under criteria (h) "Such other factors, not confined to the foregoing which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment." Certainly productivity has been an issue in many public and private contract negotiations and arbitration awards. The arbitration award of Arbitrator Yaffe, concerning the 1983 contract between the City of Oshkosh and Local 316 did give some weight to productivity. He stated, . . . "the record indicates that the employees in question have more responsibilities than do the personnel in many of the other communities" (City Appendix 3, MIA677, Jan. 11, 1984).

Comparison of firefighter and police department wages is common in many public employee negotiations and arbitrations so there is nothing unusual about this being included in the current case. Police could also be included among "other employees performing similar services" (criterion d).

The parties did not compare firefighter wages with private wages and apparently did not consider it pertinent in this case.

I will review the positions of the parties concerning productivity and increased workload, cost of living, internal comparisons, and comparisons with other fire departments.

## PRODUCTIVITY-INCREASED WORKLOAD

Union Position. The Union devoted a large share of its exhibits and brief to this issue. The Union argues that the Oshkosh Fire Department is more productive than other comparable fire departments but that its firefighters receive less than average compensation.

The Oshkosh Firefighters' workload has been steadily increased over a period of the last seven to eight years with additional changes during the last year. Changes in 1984 include a requirement that each firefighter regardless of rank is individually responsible for a certain number of fire inspections. Beginning in 1984, building surveys, two or more times per year, are the responsibility of each individual firefighter.

Beginning in 1976, the Oshkosh Fire Department took over the ambulance service. The City trained about 28 firefighters for ambulance duty. Those who attended classes at night on duty had an increase in workload during normal leisure time after five in the evening. Study time was also while on duty. Without an increase in manpower, the crews for the ambulances came from the two ladder company teams. The men who man the ambulances also act as the crew for the ladder companies and must also respond to medical emergencies when called. Since 1979 the City has trained its ambulance personnel to the Paramedic level. In 1981 the number of licensed Paramedics stood at 21.

The City of Oshkosh Fire Department began to supply another protective service in 1975 when a fire company was transferred to a county-owned and equipped station at the airport. The men assigned there must in addition to their regular firefighting duties be proficient in aircraft emergency procedures. All fire department personnel are required to be qualified on C.F.R. vehicles so that they can cover airport station vacancies due to sick leave and vacation.

In 1981, all personnel who were not trained as ambulance attendants were given "First Responder" training. This was to augment the new paramedic service. First Responders help the paramedics by performing C.P.R. on pulseless, non-breathing patients.

In 1980, Oshkosh Firefighters attended a school sponsored by the Wisconsin Department of Emergency Government to train firefighters to respond to hazardous material incidents. Oshkosh has the only hazardous material vehicle among city fire departments and has a contract with the State to cover a 60-mile radius or anywhere needed. Hazardous Materials Responses diminish the available manpower and apparatus available to the City because a fire engine is taken out of service when a Hazardous Materials team is dispatched.

The response area of the Oshkosh Fire Department has been increased through residential area annexations, industrial parks, and the site of a future 700 bed prison. There has been no increase in manpower due to annexation and the addition of new services.

The Union brief and exhibits show some of the manpower assignment difficulties the Fire Department has experienced in coping with the increased workload in recent years, due to

new responsibilities being added to the Fire Department. Union Exhibit A shows that the Oshkosh Fire Department has a wider range of responsibilities than the fire departments in five other comparable cities.

City Position. The City contends that the duties of the Oshkosh Firefighters have been constant over a long period of time. The City Fire Department has always dealt with hazardous waste, has always done inspections, and has responded to medical emergencies. People assigned to the paramedic operation are paid in addition to their normal fire service pay.

The Oshkosh fire service has always been responsible for, and has always responded to airport demands. The City, through an agreement with the County, has negotiated an on-site airport facility which serves both the City of Oshkosh and the airport.

The Crash Fire Rescue equipment purchased by the City has not increased the workload but has increased protection for the employees required to perform those duties. The new hazardous materials equipment provides more safety and security to the individuals responding. The Fire Department would have responded to any hazardous materials spill or incident prior to the new equipment.

The City since it has had HAZMAT equipment has not gone outside of the normal area and has not yet gone as far as it had under the normal mutual aid pact.

While the work of the Oshkosh Firefighters has changed in some respects, as new duties have been added, other duties have been dropped. The fire service no longer runs the fire boat and scuba teams. The fire service no longer paints and upgrades the fire hydrants.

The City pointed out that the Fire Department has been less affected by manpower cuts than most City of Oshkosh departments (Transcript, p. 97).

#### COST OF LIVING

Union Position. The Union's principal exhibit on this question is Exhibit 55. It shows changes in the Consumer Price Index over the period from 1973 through 1983. It also shows union wage increases for the same period. During the eleven years the CPI increased by 90.67% and the Union wages by 87.56%. This shows that the CPI increased by 3.11% more than wages over the period. City Exhibit 4, showing wage increases exceeding cost of living increases is deficient because it covers only a four-year period.

City Position. City Exhibit 4 compares firefighter wage increases for 1980 through 1983 with increases in the CPI. It shows that wage increases exceeded the CPI increases for 1981, 1982, and 1983. Only in 1980 did the CPI increase exceed the wage increase.

The City's exhibit shows that the CPI percent of change through May of 1984 indicates an increase from May to May of 3.1%. The City notes that its wage offer of 3.5% exceeds the CPI increase.

#### INTERNAL COMPARISONS--CITY OF OSHKOSH

City Position. The City of Oshkosh has made voluntary settlements for 1984 with its other unionized employee groups. All the contracts were settled at 4%. Because the Firefighters received a larger increase than other city employee groups in 1983 (through arbitration), the City is offering them 3½% for 1984. The purpose of the smaller increase is to maintain some internal equity among the eight bargaining units. The Firefighters' combined 1983 and 1984 increases, under the City's offer, would still give them a larger increase than other City bargaining units for the two year period.

If the arbitrator should grant the Union's split wage increase demand where there is no over-riding concern for catch-up, it would give the firefighters an increase larger than that received by other City employees for the second year in a row and would produce an undue burden on the City vis a vis its other employee groups.

Concerning police comparisons, the Police Department in 1983 received a 5% increase compared to the 6½% received by the Firefighters through arbitration. For 1980, 1981, and 1982, the police and firefighters received the same percentage pay increases. Under the City's 1984 offer of 3½% to the firefighters, they would still be ahead of the police in increases for the combined 1983-1984 period (police 9%--firefighters 10%).

The rank of the police in comparison with other cities was very comparable to the ranking of fire department employees in 1983. For example, four police groups ranked 4-5-2-4 among the six cities in 1983 and four fire department groups ranked 3-2-4-5 (City Exhibits 1 and 2.)

The City estimates that there was about a 3% difference between police and firefighters' pay in 1980 and that this would become 2% under the City's offer. The Union wage proposal would practically eliminate the differential by the end of 1984 (Transcript, p. 95 and City Exhibit 5). The fire service wage demand would be breaking a historic difference in police and fire service pay in the City of Oshkosh. Such a shift should be negotiated and not given to the firefighters through an arbitration decision.

Union Position. The Union stresses that the City is offering a smaller increase to the firefighters than to other City groups (3½% versus 4%). The Union feels that it is the City's intention, with this lower increase, to take away any gains Local 316 earned in its 1983 arbitration award (Union Brief, p. 2).

Even though Local 316 was granted a larger increase in 1983 than other Oshkosh bargaining units, its 6½% increase was still less than the 1983 average of 7.5% received by the comparable five fire departments in other cities (Transcript, p. 30 and Union Exhibit 3).

In Union Exhibit 53, the Union compares monthly and hourly wages of the police and fire departments for 1984 under both the Union and the City wage offers. It shows a differential in favor of the police under both the Union and City wage offers. The difference of course is greatest at the hourly level since the police work a 37½ hour week while the firefighters have a 56 hour work week.

#### COMPARISONS WITH OTHER CITIES

City Position. For some years the City of Oshkosh and its various union bargaining groups have used as comparables the cities of Appleton, Neenah, Menasha, Green Bay, Fond du Lac and Sheboygan. These also were the cities used in the arbitration award concerning 1983 firefighter wages. The Union comparisons drop two of the cities used historically--Fond du Lac and Sheboygan. The communities dropped are cities who have been below the City of Oshkosh in pay. If the arbitrator were to review this on an equal basis, he would remove the two top cities which have been #1 and #2 for years and find that the City of Oshkosh becomes #1 or #2.

The City comparables in this case include Sheboygan which the Union omits. Fond du Lac is not included in either 1984 set of comparables because 1984 wages have not been settled.

The City argues that since 1980 the relative rank of the Firefighters with other cities has remained constant.

The City's 1983 rankings among the seven cities shows that in maximum salary for Firefighters, Oshkosh ranked third. For Equipment Operators, it was second, for Lieutenants, it was fourth, and for Captains, fifth. For 1984, under the City's wage offer Oshkosh ranks fourth for Firefighters, Equipment Operators, and Lieutenants, and sixth for Captain (City Exhibits 2 and 3). There are six cities in the 1984 comparison since Fond du Lac is not settled.

Union Position. The Union comparables include five cities: Green Bay, Appleton, Neenah, Menasha, and Oshkosh. Fond du Lac is not used in 1984 comparisons because it has not settled. The Union has omitted Sheboygan because of its greater geographical distance and small size.

The City's own exhibits 1 and 3 show that if the City's offer prevails, Oshkosh would drop in its relative rank in every position. During testimony Personnel Manager Svatos agreed with this conclusion.

The City contends that if the award is granted to Local 316, all firefighters would receive an award of 5.5%. This amount would not be realized in 1984 because of the split increase. The actual dollar increase for 1984 with the exception of Captains would be 4.29% and for the Captains it would be 4.83%.

Union Exhibits C, D, E, and F compare the 1983 and 1984 monthly pay rates of Green Bay, Neenah, Menasha, and Appleton with those of Oshkosh for fire service positions. The average percentage increases for the other cities ranged from 4.78 to 4.98. The City of Oshkosh is proposing a 3.5% increase and the Local 316 offer is 4.83% for Captains and 4.29% for other ranks.

Under the City of Oshkosh 1984 wage proposal, Captains would drop from 4th to 5th in rank among the 5 cities, Lieutenants would remain at 4th, Equipment Operators would go from 2nd to 4th and Firefighters from 3rd to 4th. The Local 316 proposal would leave Captains and Lieutenants at 4th, would find Equipment Operators dropping from 2nd to 3rd and Firefighters from 3rd to 4th.

One of Local 316's demands is a \$5 bi-weekly wage adjustment for Captains. In 1983 Oshkosh Fire Captains ranked fourth out of the five comparables listed. This was \$78.82 per month less than the average. The City's proposal would drop the Captains to fifth place in 1984 and leave them \$111.27 below the monthly average. The Local 316 proposal would keep the Captain's rank at 4th but it would be \$84.70 per month below the average.

#### DISCUSSION

Productivity-Increased Workload. Both the City of Oshkosh and the firefighters are to be commended for the extent and high level of services offered through the Oshkosh Fire Department. While some duties have been dropped over the years, such as painting fire hydrants, it is apparent that many of the new duties and continuing former responsibilities such as hazardous waste disposal and airport activities, require a considerably higher level of training and preparation than was true ten or fifteen years ago. As the Union notes another new duty was added in 1984 when each individual firefighter, regardless of rank, was made individually responsible for a certain number of fire inspections.

Productivity was an issue in the arbitration of the 1983 wages of the Oshkosh Firefighters. Arbitrator Yaffe concluded that "the record indicates that the employees in question have more responsibilities than do the personnel in many of the comparable departments" (Appendix 3-p. 3). On the basis of the exhibits and testimony presented in this case, I would reach the same conclusion as Arbitrator Yaffe.

It is true that the decision on 1983 Oshkosh Firefighter wages did result in a wage increase larger than other Oshkosh City employees, but the City, in its 1984 wage offer to the firefighters, is reducing the value of the 1983 award by proposing a smaller increase to the firefighters than it gave to other City unions.

On the basis of the evidence presented by the parties, it appears that the City's wage offer does not give sufficient recognition to the productivity and workload of the Oshkosh Firefighters when their wages are compared to those of the comparable cities.

Cost of Living. Each side selected a period of years which would make the best case for its wage position. The Union by using the 1973-1983 period shows that cost of living increases exceeded wage increases over the eleven year period. Probably most union groups lost ground during much of that period when wages did not keep up with inflation. The City uses the period of 1980 through 1983 when inflation subsided and wages usually exceeded CPI increases.

Usually arbitrators have looked at the most recent experience, particularly the year preceding the proposed new contract. According to the City's Exhibit on the CPI, the 1984 CPI for urban wage earners and clerical workers showed a 3.6% change from January 1983 to January 1984. The City has offered a 3.5% increase to the Firefighters compared to the 4% increase it has granted to other Union employees. The 1984 cost of the Union offer is 4.29%, which is not much more than the 1983 CPI change for that year.

Both the Union and the City offers are reasonable as far as the CPI is concerned. The differences are not great enough to make this a major factor in the arbitrator's decision.

Internal comparisons--City of Oshkosh. The arbitrator does not find either the Union or the City offer fully reasonable as it relates to this issue. The other union units in the City of Oshkosh have made voluntary settlements for two years in a row. The firefighters for 1983, through arbitration, received a larger settlement than the other groups. Now, in 1984, we again have the firefighters in arbitration seeking a larger settlement than the other groups. What will be the impact on collective bargaining if the firefighters win? Will the other units be encouraged to go the mediation-arbitration route instead of voluntary settlements for 1985?

Both parties could have made more reasonable offers related to this issue. The City could have made the same offer to the firefighters as it did to other City unions. It could have thus allowed the Union to maintain the full benefit of the 1983 wage arbitration award, an award based particularly on comparisons with other fire departments. The City could also have offered some adjustment to correct the inequity in captain's wages. The Union also could have been more reasonable in its wage request for 1984. It could have given more consideration to the City's voluntary settlements with other groups and its need to maintain some internal equity.

While the cost of the Union's wage increase request for 1984 is only 4.29% (except for captains where there is an inequity adjustment), slightly above the City's 4% settlements with other groups, the Union's split increase proposal does provide for a lift of 1½% above the 1984 increase to other groups as 1985 bargaining begins.

Union Exhibit 53 which shows the police maintaining a substantial differential over the firefighters under both the Union and the City wage offers, doesn't tell the whole story. Because of the Union's 5½% lift in the wage base for 1984 the wage levels of the police and firefighters will be closer as 1984 ends than is shown in Union Exhibit 53. The City seems correct in pointing out that most of the differential between police and fire service pay would be eliminated under the Union offer.

The issue of whether there should continue to be a difference between police and fire service pay in Oshkosh was not fully addressed by either the Union or the City. No evidence was presented as to whether police work has changed significantly in Oshkosh during the period that the firefighters workload increased. We do not know whether most Fox Valley cities have approximate parity for police and fire service wages. We do not know whether the 2 or 3% differential in Oshkosh is higher or lower than that in other comparable cities. Is the elimination of the small--two or three percent--differential really significant?

Comparisons with Other Fire Departments. As in the 1983 case, other fire department comparables are a major issue. Concerning the appropriate cities to use for the comparisons, I agree with the City and with Arbitrator Yaffe's decision that it is appropriate to continue to use Sheboygan and Fond du Lac in the comparables. While Sheboygan is smaller than Oshkosh, it is appropriate to include it along with cities that are larger than Oshkosh, such as Green Bay. Fond du Lac, however, could not be included in the 1984 comparables because the contract has not been settled.

The Union's tables on comparables do not include the effect of the 5½% lift in firefighter wages by the end of 1984. I have, therefore, prepared tables comparing the cities for 1982-1983 and 1984, including Sheboygan and noting the full effect of the lift proposed by the Union. The data is taken from the exhibits of the parties. The 1982 figures are from Arbitrator Yaffe's decision.

## Firefighters' Comparison

	1982 Maximum	1983	1984	% Increase over 1983	Dollar Increase over 1983
Green Bay	1849	1979	2081	5.18	102.50
Neenah	1746	1851	1941	4.86	90.00
Appleton	1690	1808	1898	5.00	90.00
Menasha	1674	1764	1850	4.88	86.00
Fond du Lac	1615	1750	--	--	
Sheboygan	1591	1706*	1793	5.1	87.00
Average	1694	1809	1912	5.0	91.00
Oshkosh	1707	1820	City offer; 1884	3.5	64.00
			Union offer Av. 1898	4.29	78.00
			Union lift at 1921	5.5	101.00

Thus in 1982 the Oshkosh Firefighters ranked 3rd in maximum salary among the 7 cities compared. In 1983 they still ranked 3rd. For 1984, under the City's offer, they would rank 4th. Under the Union's averaged wage computation they would tie Appleton at third. Taking into account their wages at year end they would still be third among the six cities.

After being above the average of the comparable cities in 1982 and 1983, they would be \$28 below the average under the City's 1984 offer. Even with the 1984 lift in the Union offer they would not be as much above the average as they were in 1982 and 1983 (\$13 in 1982, \$11 in 1983 and \$9 in 1984).

\*I have used the City's 1983 figures for Sheboygan. Arbitrator Yaffe had a different amount. The 1982 figures are from the Yaffe award.

## Equipment Operator

	1982 Maximum	1983 Max.	1984 Max.	% of Increase	Dollar Increase
Green Bay	1893	2023	2128	5.19	105.00
Neenah	1771	1877	1967	4.79	90.00
Appleton	1740	1862	1955	5.	93.00
Menasha	1725	1834	1920	4.92	86.00
Fond du Lac	1635	1770	--	--	
Sheboygan	1626	1740	1828	5.6	88.00
Average	1732	1851	1959	5.1	92.00
Oshkosh	1768	1885	City offer; 1951	3.5	66.00
			Union av.; 1960	4.29	75.00
			Union lift; 1990	5.5	105.00

Thus in 1982, the Oshkosh Equipment Operators ranked 3rd in maximum salary among the seven cities compared; in 1983 they ranked 2nd. For 1984, under the City's offer, they would rank 4th. Under the Union's average 1984 wage computation, they would rank 3rd. The effect of the Union's 1984 wage lift would raise their rank to second.

After being above the average of the six cities in 1982 and 1983, the City's wage offer would put the Equipment Operator below the average for 1984. Even with the 1984 lift under the Union offer, the Equipment Operator would be at about the same level above the average as in 1982 (\$36) and 1983 (\$34) and 1984 (\$31).

## Lieutenant

	1982 Max.	1983 Max.	1984 Max.	'83-'84 % of Incr.	'83-'84 Dollar Increase
Green Bay	2006	2136	2243	5.	107.00
Neenah	1847	1958	2048	4.6	90.00
Appleton	1825	1953	2051	5.	98.00
Menasha	1791	1909	1995	4.5	86.00
Fond du Lac	1743	1884	--	--	
Sheboygan	1771	1886	1982	5.1	96.00
Average	1831	1954	2064	4.86	95.00
Oshkosh	1830	1951	City offer; 2019	3.5	68.00
			Union av.;	4.29	84.00
			2035		
			Union lift;	5.5	109.00
			2060		

Thus in 1982 Oshkosh Lieutenants ranked 3rd in maximum salary among the seven cities compared. In 1983 they ranked fourth but very close to Appleton at 3rd. In 1984 under the City's offer, they would rank 4th. Under the Union's averaged wage offer, they would also be at 4th. The effect of the Union's wage lift would be to raise their rank to second.

After being very close to the average in 1982 and 1983, the City's 1984 offer would be \$45 below the average. The Union's averaged increase of 4.29 would be \$29 below the average. The Union's lift would take these employees to \$4 below the average.

## Captain

	1983 Max.	1984 Max.	% of Increase	Dollar Increase
Green Bay	2262	2397	5.97	135.00
Neenah	2012	2102	4.97	90.00
Appleton	2038	2140	5.00	102.00
Menasha	1997	2083	4.30	86.00
Fond du Lac	1949	--	--	
Sheboygan	2028	2130	5.03	102.00
Average	2048	2170	5.05	103.00
Oshkosh	1999	City offer;	3.5	69.00
		2068		
		Union av.;	4.8	96.00
		2095		
		Union lift;	5.7	121.00
		2120*		

I did not find 1982 figures for Captain among the exhibits. In 1983, the Oshkosh fire captains ranked 4th among the 7 cities compared. In 1984 under the City's offer, they would be ranked 6th, lowest of the 6 cities compared. Under the Union's averaged offer, they would rank fifth of the 6 cities. With the Union's lift, they would rank fourth.

Under the City's offer, the Captains would be \$102.00 below the average in 1984. Under the Union's averaged offer they would be \$75 below the other 5 city averages. With the lift they would be \$50 below the average.

\*Note: I think the City exhibit figure of 2110 for captains at the end of 1984 did not allow for the \$5 bi-weekly adjustment so I added \$10 to the 2110 figure of the City to total 2120.

When these tables of comparative wages are examined, it is apparent that the City's 1984 wage offer to the Oshkosh Firefighters would cause them to lose ground in comparison to the other City fire departments. In nearly all cases their rank would drop. The City's percentage increase of 3.5% is below all of the comparables for 1984. The Union's averaged increase of 4.29 for most ranks is also below all of the comparables.

The monthly dollar increase provided in the City's offer is considerably below any of the other 5 comparables. The Union's averaged offer is below most of the comparables. The lift provided by the Union's proposed split increase would improve the end of 1984 ranking of the ranks other than the Firefighter rank which would stay the same.

The Union's proposed 5½% total increase for 1984 is somewhat more than needed to maintain its relative rank with the other comparables at the end of 1984. However, the arbitrator does not find it so excessive as to make the low offer of the City preferable. It may be that some improvement in ranking is in order in view of the increased workload of the Oshkosh Firefighters.

On the basis of the data on the comparables, the Union offer is clearly more reasonable than that of the City.

#### CONCLUSION

The City's case would have been stronger if it had offered the firefighters an increase equal to that of the other City unions and if it had proposed some adjustment for captains' wages to correct what seems to be a clear inequity in their pay. The Union's case would have been stronger if it had proposed a more modest wage increase, taking into account the City's need to maintain some equity with other employee groups and the desirability of a voluntary settlement, rather than a second year of arbitration.

The major issue in this case is comparability with other fire departments, as was the case in 1983. The Union's proposal on the basis of the testimony and exhibits of the parties is clearly more reasonable than that of the City. The internal comparables are important and should be given considerable weight, but the City's case here was weakened by its lower offer to the firefighters than to the other City settlements. The City's offer took away part of the value of the 1983 arbitration award. That award was based on the Union's clear showing that it needed such an increase to maintain its ranking with other comparable fire departments.

As I indicated earlier, the differences in the offers, as far as cost of living is concerned, were not great enough to make this a major factor in my decision. The increased workload of the firefighters certainly justifies a 1984 increase comparable to that received by other fire departments.

#### DECISION

Based upon the statutory criteria and the evidence presented by the parties, the arbitrator finds that the Union's final offer is more reasonable than that of the City. Therefore, the Union's final offer shall be incorporated into the parties' 1984 collective bargaining agreement.

Dated this 5th day of September, 1984, at Stevens Point, Wisconsin.

*Gordon Haferbecker*  
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 Gordon Haferbecker, Arbitrator